

Exhibit 2

(Amendment)

October 10, 2013

Residential Capital, LLC
8400 Normandale Lake Blvd
Suite 175
Minneapolis, MN 55437

Attention: Tammy Hamzehpour
Chief Business Officer

Ladies and Gentlemen:

Reference is made to that certain engagement letter dated October 18, 2011 as amended on March 14, 2012 and January 17, 2013 (the "Engagement Letter"), between Centerview Partners LLC ("Centerview") and the Company (as such term is defined in the Engagement Letter), and that certain order of the Bankruptcy Court dated July 26, 2012 (the "Retention Order"), authorizing and approving Centerview's retention on the terms set forth in the Engagement Letter, as amended and supplemented by the Retention Order. This agreement (the "Amendment") (i) supersedes any prior agreements or engagement letter provisions relating to the sale of whole loans or receivables insured by the Federal Housing Administration ("FHA"), and (ii) amends the Engagement Letter as follows:

Centerview and the Company mutually agree that Paragraph 3(a) of the Engagement Letter is hereby replaced with the following:

- (a) A monthly financial advisory fee (the "Monthly Advisory Fee") of \$300,000, the first payment of which shall be due and paid by the Company upon execution of the Engagement Letter and thereafter on each monthly anniversary thereof through January 1, 2012. Thereafter, a Monthly Advisory Fee of \$400,000, the first payment of which shall be due and paid by the Company on January 1, 2012 ("Revised Monthly Invoice Date") and thereafter on each monthly anniversary thereof through the earlier of the date the Company files chapter 11 (the "Petition Date") and the conclusion of this engagement. Subsequent to the Petition Date, a Monthly Advisory Fee of \$300,000, the first payment of which shall be due and paid by the Company on the first monthly anniversary of the Revised Monthly Invoice Date occurring after the Petition Date, and thereafter on each monthly anniversary thereof during the term of this engagement. Advisor will issue a written invoice to the Company for the initial and each subsequent Monthly Advisory Fee. 50% of Monthly Advisory Fees paid for the periods subsequent to the Petition Date through the date on which the sale of ResCap's servicing and origination platform closes (the "Platform Sale Closing Date") and after October 31, 2013 shall be credited (but only once) against an Out-of-Court Transaction Fee, an In-Court Transaction Fee or a Limited Transaction Fee (each as defined below) payable; provided, that in the event of a Chapter 11 filing such credit will only apply proportionately to the extent that such fees are approved by the Bankruptcy Court, if applicable. In addition, 50% of an additional seven Monthly Advisory Fees shall not be credited, which

elimination of crediting shall be applied first to Monthly Advisory Fees for the period of November 1, 2013 through the effective date of a plan (the "Effective Date") and second to Monthly Advisory Fees for the period of the Petition Date through the Platform Sale Closing Date, such that \$1,050,000 of total crediting is eliminated.

Centerview and the Company mutually agree that the definition of FHA Sale Transaction in the Engagement Letter is hereby replaced with the following:

- (d) "FHA Sale Transaction" means any transaction or series of transactions involving a sale to a buyer or buyers of whole loans or receivables insured by the Federal Housing Administration ("FHA"), which may be executed as a whole or in parts. For the purposes of this definition, the term buyer shall exclude Ginnie Mae and its affiliates.

Centerview and the Company mutually agree that Paragraph 3(h) of the Engagement Letter is hereby replaced with the following:

- (h) If the Company (i) consummates the FHA Sale Transaction prior to the Effective Date, or (ii) executes a definitive purchase agreement to consummate the FHA Sale Transaction prior to the Effective Date and the transaction is consummated subsequent to the Effective Date, or (iii) has reached an agreement or agreement in principle to effectuate or consummate the FHA Sale Transaction prior to the Effective Date, and a definitive agreement with respect to such transaction is not executed prior to the Effective Date because the official committee of unsecured creditors (the "UCC") has not consented to such transaction, and, thereafter, prior to the date that is three months from and after the Effective Date, the liquidating trust contemplated in the Company's Chapter 11 Plan to be the successor in interest to the Company (the "Liquidating Trust") consummates a substantially similar FHA Sale Transaction with the party or parties to such agreement or agreement in principle, the Company will pay Centerview 0.65% of the final purchase price of the unpaid principal balance of loans in the FHA Sale Transaction, which amount shall be due and paid upon closing. Centerview reserves the right to negotiate with the Company, subject to the reasonable consent of the UCC, additional fees for subsequent asset sales.

The Company and Centerview hereby agree that except as specifically set forth above, nothing contained in this Amendment shall affect any of the terms of the Engagement Letter, or any of the terms of the separate indemnification agreement, dated October 18, 2011 and referenced in paragraph 3(e) of the Engagement Letter (the "Indemnification Agreement"), as such terms were amended and supplemented pursuant to the Retention Order.

This Amendment may be executed in counterparts, each of which together shall be considered a single document. This Amendment shall be binding on Centerview and the Company and their respective successors and assigns, including the Liquidating Trust. This Amendment is not intended to confer any rights upon any shareholder, creditor, owner or partner of the Company, or on any other person not a party hereto other than the indemnified persons referenced in the Indemnification Agreement referenced in paragraph 3(e) of the

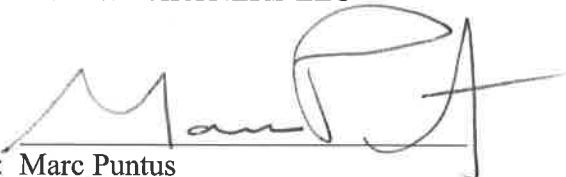
Engagement Letter. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this Amendment, which shall thereupon constitute a binding agreement between the Company and Centerview.

Very truly yours,

CENTERVIEW PARTNERS LLC

By: _____
Name: Marc Puntus
Title: Partner



ACCEPTED AND AGREED TO:

Residential Capital, LLC

By: _____
Name: Tammy Haghjoo
Title: chief business officer

